

1 Todd E. Zenger (*pro hac vice* UT Bar 5238)
2 Duren IP, PC
3 610 E. South Temple Street
4 Suite 300
5 Salt Lake City, UT 84102
6 801-869-8535
7 Email: tzenger@durenip.com

5 Jeffrey J. Whitehead (NV Bar 3183)
Whitehead & Burnett
6 6980 O'Bannon Dr.
Las Vegas, NV 89117
7 702-267-6500
Fax: 702-267-6262
8 Email: jeff@whiteheadburnett.com

9 Attorneys for Emanation Communications Group LC

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

11
12 LEX VEST LTD, a Nevada limited
liability company;
13 Plaintiff

Case no. 2:22-cv-01226-ART-BNW

15 EMANATION COMMUNICATIONS
16 GROUP LC, a Utah limited liability
company; DOES 1 through 50; and ROE
17 ENTITIES 51 through 100, inclusive,

INTERVENOR'S RESPONSE
TO
THIRD-PARTY DEFENDANT
BRADEN JOHN KARONY'S
OPPOSITION
(ECF 109)

18 | Defendants.

19 Emanation Communications Group LC, a
20 Utah limited liability,

21 Counterclaim Plaintiff,

22 V.

23 Lex Vest Ltd, a Nevada limited liability
company,

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Counterclaim Defendant

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Emanation Communications Group LC, a
4 Utah limited liability,

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Third-Party Plaintiff,

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v.

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Lex Technica LTD, a Nevada limited
liability company, Sam Castor, a manager
8 of Lex Technica and Nevada resident,
Adam Knecht, a manager of Lex Technica
9 and Nevada resident, Nathan Morris, a
manager of Lex Technica and Utah
10 resident, and Braden John Karony, an
individual and resident of Utah,

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Third-Party Defendants.

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14 Jennifer Karony, Intervenor, responds to the opposition of Third-Party Defendant
15 Braden John Karony (“Braden Karony”), ECF 109, as follows:

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Jennifer Karony is a direct signature party to the loan agreements, purportedly for
17 all performance of ECG. Her conduct can allegedly be directly relied upon for default of
the ECG’s loan agreement. The loan agreement has been structured to purportedly make
18 Jennifer Karony a direct party to the loan agreement. Braden Karony interfered with that
19 contractual relation.

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1 **1. Intervenor's claims are her own independent claims, not merely**
2 **claims of ECG.**

3 The thesis of Third-Party Defendant's opposition to Intervenor is: "This Court
4 should deny Jennifer Karony's intervention as it relates to her claims against Braden
5 Karony because they are not her – they belong to Emanations Communications Group
6 ("ECG"),"¹ "... these are not Jennifer Karony's claims. They are ECG's claims."² and
7 "Jennifer Karony cannot intervene as of right because she is not a party to the contract."³
8 This thesis and basis is directly contradicted by the express language of the contract
9 itself. Lex Vest structured the loan agreement to make Jennifer Karony a party and
10 signatory to the loan agreement. The very contract with which Braden Karony
11 interfered.

12 As shown in the loan papers asserted and filed by Plaintiff in this action,
13 Intervenor-Guarantor is a named signature "Party" to and direct signature party on the
14 loan agreement itself as shown in ECF 9-1, page 10 of 91:

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23 ¹ Braden Karony Opposition, page 2, lines 3-5 of the text.

² *Id.* at page 3, lines 2-3.

³ *Id.* at page 3, lines 15-16.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered
2 duly authorized members or agents, as set forth below:

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LENDER

4

LEX VEST LTD

5

DocuSigned by:

By: _____

6

Name: Sam Castor
Its: Managing Member

7

BORROWER

8

EMANATION COMMUNICATIONS GROUP, LC

9

DocuSigned by:

By: _____
Name: Jennifer Karony
Its: Managing Member

12

13

GUARANTOR

14

DocuSigned by:

By: _____
Name: Jennifer Karony

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The same alleged loan contract purports to require Intervenor-Guarantor to
17 perform acts of ECG if ECG does not perform them. For example, at ECF 9-1, page 5 of
18 91, section 6 defines events of default of the loan agreement causing breach (i) if
19 Guarantor fails “to perform any covenant, condition, requirement, or agreement required
20 to be observed or performed by Borrower[-ECG] … under this Agreement” in 6(a); or
21 (ii) if Guarantor is proven to have made any false warranty, representation or statement
22 related to the loan in 6(c). This conduct of Intervenor-Guarantor could be argued to
23 directly support Lex Vest’s breach claim.

1 If such contract language is asserted and enforced against contract signatory
2 Intervenor this could result in direct liability of Intervenor under the contact. Contrary to
3 Braden Karony's argument, contract signatory Intervenor is allegedly a direct "Party" to
4 the loan contract with which Braden Karony interfered.⁴ As a co-party with ECG to the
5 loan contract, Intervenor can rightly assert claims and defenses similar to those of ECG.

6 Facing such direct allegations of required involvement and alleged liability,
7 Intervenor should not be denied the opportunity to assert party claims and defend herself.

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9 **2. ECG presence as an existing party is of no moment.**

10 As established above, Intervenor has its own "party" claims and defenses.

11 Further, if, as Lex Vest asserts in ECF 110 page 1-2, the Receiver dismisses its
12 counterclaims claims against Lex Vest then absent intervention by Jennifer Karony there
13 is no party to assert the claims and defenses still belonging to Jennifer Karony. Jennifer
14 Karony should be granted intervention.

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16 **3. Braden Karony arguments as to personal jurisdiction are misplaced
17 at this stage and are not ripe.**

18 The Court has not yet granted entry of Intervenor's claims. There is no personal
19 jurisdiction issue presently before this Court. Further, Braden Karony's opposition is
20 brought "Pursuant to Rule 24," not Rule 12. There is no proper Rule 12 motion before a
21 complaint is before the Court. Braden Karony is urging the Court to make an improper

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23 ⁴ Braden Karony cites *Gross v. Lamme*, 77 N.Y. 200, 205, 361 P.2d 114, 116 (1961).
 Gross is not applicable because Jennifer Karony is allegedly a party to the underlying
 contract.

1 advisory ruling when an underlying case-in-controversy has not yet arisen. This Court
2 should reject this urging.

3 Nevertheless, the facts will when properly presented support personal
4 jurisdiction over Braden Karony. First, his own opposition identifies him as a “Third-
5 Party Defendant Braden John Karony” without any reservation as to limited appearance.
6 As a party to this case, claims may be asserted against him.

7 Further, the facts and circumstances of this case reveal sufficient contacts of
8 Braden Karony in Nevada related to this case such that this Court may require him to
9 participate in this action. For example,⁵ Braden Karony knew he was interfering with a
10 Nevada entity, Lex Vest. He knew he was interfering with a Nevada-based contract⁶
11 governed by Nevada law and requiring all parties to be subject to venue in Nevada. He
12 knew he was interfering with business operations of Lex Vest including interfering with
13 payments authorized in and executed from Nevada. Braden Karony has interfered with
14 the collateral intangibles allegedly assigned to and purportedly seized by Lex Vest and
15 which would appear on the asset books of Nevada entity Lex Vest. Braden Karony
16 purposely and intentionally directed his interfering conduct to Nevada-based business
17 operations, parties, assets and interests in and governed by Nevada law. These and other
18 facts will show, if and when required, that Braden Karony is a proper party to Nevada
19 litigation.

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23 ⁵ Intervenor reserves the right to fully brief the issue of personal jurisdiction if and when it is properly before the Court.

⁶ The facts will show that Lex Vest signed the agreement in Nevada.

4. Braden Karony has failed to rebut Jennifer Karony's showing of meeting the requirements for intervention.

3 In her opening motion, Jennifer Karony has shown that she meets the
4 intervention requirements of Rule 24. Braden Karony has not her refuted showing in any
5 material respect. Failing to refute Jennifer Karony's satisfaction of Rule 24, Braden
6 Karony opposition ECF 109 should be refused and her motion ECF 106 should be
7 granted.

8 Dated this 7th day of June, 2023.

9

DUREN IP

10 /s/ *Todd E. Zenger*

12 Todd E. Zenger
Duren IP, PC
610 E. South Temple Street
13 Suite 300
Salt Lake City, UT 84102
14 801-869-8535
Email: tzenger@durenip.com

15 Jeffrey J. Whitehead
16 Whitehead & Burnett
17 6980 O'Bannon Dr.
18 Las Vegas, NV 89117
702-267-6500
Fax: 702-267-6262
Email: jeff@whiteheadburnett.com

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CERTIFICATE OF SERVICE

I certify that the foregoing paper was filed using the Court CMF electronic filing system this 7th day of June 2023, thereby causing service upon the following with Ms. Renneker being served a copy separately at the email below:

5

Adam R. Knecht
Jessica Renneker
Lex Tecnica LTD
10161 Park Run Drive
Suite 150
Las Vegas, NV 89144
702-241-8585
Email: adam@lextechnica.com
Email: jess@lextechnica.com

10

11 Michael R. Kealy
12 Ashley Christine Nikkel
13 Parsons Behle & Latimer
14 50 W. Liberty Street, Suite 750
15 Reno, NV 89501
16 775-323-1601
17 Fax: 775-348-7250
18 Email: mkealy@parsonsbehle.com
19 Email: anikkel@parsonsbehle.com

16

/s/ Todd E. Zenger

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